IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.485 OF 2005
IN
SUMMARY SUIT NO.1193 OF 2005

Saraswati Agencies & Anr. ....Plaintiffs
V/s.
Shivam Videotech Pvt.Ltd. & Anr. ....Defendants

Mr.K.Tated for the Plaintiffs.
Mr.J.P. Sen i/b Mr.R.M. Azim for Defendant No.1.
Mr.S.R. Saudagar for Defendant No.2.

CORAM : S.J. VAZIFDAR, J.
DATED : 14TH DECEMBER, 2005.

P.C. :

1. The suit is filed to recover an amount of Rs.3,00,000/- together with interest. There is no dispute that the amount was due and payable to one M/s.Dnyanasagar Litho Press. It was agreed that this amount would stand assigned to the Plaintiffs. There is no dispute regarding the same either.

2. By a letter dated 8th May, 2004, (Exhibit "C" to the plaint), Defendant No.2 instructed one M/s.Eros Multimedia Pvt.Ltd. to pay the said amount to the Plaintiffs instead of to M/s.Dnyanasagar Litho Press. By a letter dated 17th May, 2004, Defendant No.1 stated that the letter dated 8th May, 2004 had

inadvertently been addressed by its sister concern M/s.Eros Multimedia Pvt.Ltd. Defendant No.1 agreed to pay the said sum to the Plaintiffs "on delivery of the release prints" of the film in respect of the work done by M/s.Dnyanasagar Litho Press.

3. As far as Defendant No.1 is concerned it is a moot point whether the liability to make payment to the Plaintiffs has arisen as yet, as the delivery of the release prints was effected pursuant to the orders passed in another suit between Defendant No.1 and Defendant No.2 inter-se. Pursuant to the orders, it was Defendant No.1 that in fact had deposited certain amounts to have the prints released.

4. However, as far as Defendant No.2 is concerned, there is no defence whatsoever. Defendant No.2 has admitted and acknowledged the liability of a sum of Rs.3,00,000/- being payable to the Plaintiffs instead of to M/s.Dnyanasagar Litho Press. However there is no provision for interest.

5. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed only as against Defendant No.2 and only to the extent of Rs.3,00,000/- together with interest thereon at the

rate of 12% p.a. from the date of filing of the suit till payment and/or realisation.

6. Defendant No.1 is granted unconditional leave to defend the suit. The suit is transferred to the list of commercial causes as against Defendant No.1. Defendant No.1 to file its written statement within four weeks from today. Discovery and Inspection to be completed within six weeks thereafter. Summons for Judgment stands disposed of accordingly.